

Re: Notice of Statutory Breach and Demand for Immediate Compliance under the Residential Tenancies Act, 2006 (Ontario) - 550 Wilbrod Street

24 November 2025

From: The Tenants of 550 Wilbrod St
the550wilbrod.tenants@protonmail.com

To: See Distribution List at end of Letter

Without prejudice.

This correspondence is issued on behalf of the tenants of 550 Wilbrod Street, Ottawa, Ontario K1N 5R4 (“Riverflow”) to request your intervention regarding serious ongoing issues affecting the building’s safety, maintenance, and management practices. This letter is structured as follows:

- **Background and Purpose:** Summarizes the ongoing issues at 550 Wilbrod/Riverflow and explains the intent of this notice
- **Categorized Summary of Identified Issues:** Summary of identified issues, categorized by;
 - Habituality and Safety
 - Tenant Rights and Privacy
 - Administrative Non-Compliance
 - Contract Formation and Validity
 - Unlawful Fees and Deposits
- **Required Corrective Measures:** Lists key remedial actions required by December 12, 2025, supported by applicable legal authority. Enclosure 1 provides detailed remedial actions for each issue identified
- **Request for Executive Action and Next Steps:** Sets out the expected timeline for response and the potential escalation of the matter if unresolved
- **Enclosure 1:** Details each specific breaches and issues, citing specific provisions of applicable legislation/by-laws/standards that are contravened and lists specific required remediation
- **Enclosure 2:** Detailed identification of the issues with the typical lease offered by the 550 Wilbrod management, specifically relating to ‘co-living’ addendum.

Background and Purpose

These issues have been documented and experienced by the tenants and in many instances, amount to violations of the *Residential Tenancies Act, 2006* (“RTA”), the Ontario Fire Code (“OFC”), the Ontario Building Code (“OBC”), and the City of Ottawa Property Standards and Noise By-laws.

Beyond these statutory breaches, numerous tenants have raised concerns that building management’s conduct towards racialized and international residents has been

discriminatory, coercive, or exploitative. If true, such conduct would contravene s. 2(1) of the *Ontario Human Rights Code* (“OHRC”), which guarantees the right to equal treatment in housing free from discrimination on the basis of race, Colour, ancestry, place of origin, or citizenship.

As Riverflow operates under the Harrington Housing portfolio, we ask that Harrington Housing take immediate steps to ensure compliance with applicable law and uphold its commitments to resident equity and safety.

2. Categorized Summary of Identified Issues - Below is a summary of the identified issues. See Enclosure 1 for a detailed description of these issues. Also see Enclosure 2 for a detailed identification of the issues with the typical lease offered by the 550 Wilbrod management.

A. Habituality and Safety:

The landlord is not keeping the building safe or in good working order. Obvious mold infestations have been identified and not rectified in a timely manner. Post flooding events, there has been no mold survey or remediation. Construction has been on going for over 2 years, but permits, safety notices and schedules/plans have not been posted. Specifically, 550 Wilbrod St having been built in 1987 is at high risk of having asbestos materials used in construction. There has been no posting of survey relating to construction in presence of Asbestos-containing materials (ACMs). Essential services like water and electricity are being shut off without notice. Doors are left unsecured, leading to safety concerns and theft, specifically in the parcel and bike room. Fire alarms have not been inspected, and elevator emergency systems do not function. Construction sites in building are not secured or controlled, with construction tools and material frequently left in common areas. Construction workers are seen to be working without expected personal protective equipment. Tenants can become dangerously trapped on first floor patio with no reliable way to egress from patio. The non-functional hot tub on the first floor patio still contains water but is not secured by fencing or other means as is required by Ontario Code. Construction noise occurs without proper permits, and at inappropriate hours. Communications with the building is very poor and frequently not responded to. The landlord frequently states that tenants can visit the 4th Floor office between 0800-1900 on weekdays, but the office is almost never opened or staffed. These conditions violate the basic duty to maintain the building in a habitable and safe state. These issues have been repeatedly reported to management and nothing has been done to resolve them.

B. Tenant Rights and Privacy :

The landlord is entering units without giving proper notice, undermining tenants’ privacy. There are reports were landlord entered apartments without advising residents of entry. There are reports of harassment and pressure to leave units without legal grounds. The landlord is also pushing tenants to sign new or non-compliant agreements that reduce their rights, which is not permitted. These

actions interfere with tenants' right to quiet enjoyment, privacy, and security of tenure.

C. Administrative Non-Compliance:

The landlord is not following required administrative rules. They have not provided the Ontario Standard Lease, and they issue rent notices that are incorrect or misleading. Required contact information for management or emergencies is not posted. Basic building maintenance requirements—such as adequate lighting in common areas—are not being met. The landlord has allowed a commercial laundromat (Centretown Laundry Service) to operate in the first floor (basement) of 550 Wilbrod, contrary to the residential zoning of the building. These failures show a pattern of ignoring legal obligations meant to protect tenants.

D. Contract Formation and Validity

The legal name and address of the landlord has not been provided to tenants. The names and contact information of the building superintendent and support staff have not been provided the tenants. The landlord refuses to provide copies of the original lease, even when formally requested. They are attempting to replace a valid tenancy with a “co-living licence,” which is legally invalid. The landlord is intentionally misleading tenants, stating that after the completion of a fixed term lease the tenant cannot transition to a month-to-month lease arrangement. A tenancy continues automatically when the fixed term ends, and the landlord cannot unilaterally impose new contractual terms that remove rights. These actions undermine transparency and violate the rules for valid residential contracts. The landlord and management are verbally telling residents that they must leave the building, effectively evicting them without due process.

E. Unlawful Fees and Deposits:

The landlord is charging illegal fees that the Residential Tenancies Act does not permit. These include technology or administration fees, mandatory cleaning or move-out fees, NSF charges higher than the legal limit, and extra utility charges that are not allowed. Under the Act, these payments are treated as unlawful rent, and tenants are entitled to repayment through the Landlord and Tenant Board.

3. Required Corrective Measures (Deadline: December 12, 2025). Below are the key remedial corrective measures and required dates. Detailed remedial measures are listed in attachment 1.

Action Required	Statutory Authority
Provide landlord legal name and address	RTA: 2. 20

Provide all tenants and affected residents with a copy of any pre-existing written lease, or a sworn statement of tenancy terms if the lease cannot be produced.	• <i>RTA</i>: s. 12
Issue the Ontario Standard Lease Form to all current tenants.	• <i>RTA</i>: s. 12
Cease duplicate or harassing rent-due communications; provide accurate rent ledgers.	• <i>RTA</i>: s. 22, 23,29(1)2, 135.1
Provide 24-hour written notice before any non-emergency entry.	• <i>RTA</i>: s. 22, 23,29(1)2, 135.1
Provide 24-hour written notice of any planned interruption of essential services.	• <i>RTA</i>: s.26, 27
Secure all entrances and windows, and install proper locks and access controls.	• <i>RTA</i>: s.20
Conduct and record monthly fire-alarm inspections and maintain records.	• <i>OFC</i>: Division B, SS6.3.2.2, 1.1.2.1
Ensure elevator emergency call systems are operational and monitored 24/7.	• <i>RTA</i>: s.20 • <i>OBC</i>: s. 3.2.6.7
Display valid construction permits, including ACM related reports, and restrict work to lawful hours.	• <i>RTA</i>: s.20, 22 • <i>Ottawa Noise By-law</i>: Schedule C • <i>Ontario Building Code, O. Reg. 332/12</i>, Division C, s. 1.3.2.1(1)
Have a mold testing and remediation plan developed and starting implementation	• <i>RTA</i>: s.20 • <i>Ontario Fire Code</i>: Sect 2.7 & 6.3 • <i>City of Ottawa By-Law 2013-416</i>
Cease all harassment or coercion of tenants regarding relocation.	• <i>RTA</i>: s.22, 23, 24, 29(1)2
Post a management and emergency contact directory in the lobby.	• <i>Ottawa Rental Housing Property Management By-law</i>: s.13-14

Maintain adequate lighting in corridors and common areas.	• RTA: s.20 • Ontario Regulation Maintenance Standards: s.19(1)-(2)
Conduct a review of all tenants that were forced to relocate apartments due to renovations and repairs (especially in relation to the 25 Jun 2025 fire) and determine what renumeration of costs and rent abatement the Landlord is required to pay for these actions and develop a payment plan. Also in these cases where the landlord incorrectly applied rent increases as due to these movements, develop a payment plan to reimburse tenants for illegal rent increases. Related to this, conduct a review of all cases where tenants were actually or attempted to be verbally evicted and develop a payment plan to compensate for these illegal actions.	• RTA: s.20, s.22, s.24, s.26, s.29, s.50-55, s.120

4. Request for Executive Action and Next Steps

Riverflow tenants have made good-faith attempts to engage with local management and resolve these issues informally. Unfortunately, these efforts have been met with inaction or hostility. The current state of Riverflow violates multiple legal standards and endangers tenant safety and dignity.

We therefore request that Harrington House ensure:

- Full compliance with the RTA, OFC, OBC, and city by-laws;
- Immediate production of all relevant lease documentation; and
- Implementation of an internal compliance review of Riverflow's management practices.

We expect a written, point by point response confirming corrective measures by December 12, 2025. If no action is taken, tenants will proceed to applicable legal actions and reach out to media outlets.

The tenants would also welcome a meeting with the Landlord (or a legal representative) and building superintendent. The tenants will only meet with landlord representative and the building superintendent if they have decision making authority. Tenants are not interested in discussing future building renovation plans until after the current issues have been resolved.

We trust that you will regard this correspondence as an opportunity to restore lawful, equitable, and safe living conditions at Riverflow.

Due to the past malicious and exploitative behaviours of the 550 Wilbrod St Management, there are fears of reprisal if this letter was sent by an individual tenant. Thus, this letter has been sent collectively by the Residents of 550 Wilbrod Street. It is requested that correspondence with the tenants be through the following email address: the550wilbrod.tenants@protonmail.com. Once the 550 Wilbrod Landlord's legal name and address has been provided and the landlord agrees to a meeting with the tenants to address the issues identified in this letter, specific tenants will be identified to generally negotiate with the landlord.

Respectfully,

Tenants of 550 Wilbrod Street (Riverflow)

(Distribution List Starts on Next Page)

Distribution List

TO: (FOR ACTION)

Kamran Kuru & Jonas Emre (fka: Yunus Emre Acikgonul)

Directors
Harrington Housing Inc
1 King St W
Suite 4800-254
Toronto, Ontario, M5H 1A1

Kamran Kuru

Director
Esplande Shores Properties Inc
33 Bloor Street East
Toronto, Ontario, M4W3H1

Said Kaziiev

Director
211 Ivey Property Management Inc
2081 Merivale Road
Unit 1300
Nepean, Ontario, K2G1G9

Management

550 Wilbrod St
Ottawa, Ontario, K1N 9M3

INFORMATION:

Irene Choe

COMPUTERSHARE TRUST COMPANY OF CANADA
320 BAY STREET
14TH FLOOR
TORONTO, Ontario, M5H 4A6

Samuel Michaels

SM Legal Professional Corporation
Brookfield Place
161 Bay St., 27th Floor
Toronto, ON
M5J 2S1

Nilgun Uzunhasanoglu

Chartered Professional Accountant
166 Davos Road
Woodbridge ON L4H 3A4

Yasir Naqvi – MP (Liberal Party of Canada)

1306 Wellington Street West, Suite 501
Ottawa, ON K1Y 3B2

Chandra Pasma – MPP (New Democratic Party of Ontario)

109 Catherine Street, Unit 2
Ottawa, ON K2P 0P4

Mark Sutcliffe (Mayor of Ottawa)

Office of the Mayor
City of Ottawa
110 Laurier Avenue West
Ottawa, ON K1P 1J1

Stéphanie Plante (Ottawa City Councillor - Ward 12 - Rideau - Vanier)

Office of Councillor Stéphanie Plante
City of Ottawa
110 Laurier Avenue West
Ottawa, ON K1P 1J1

By-law & Regulatory Services

City of Ottawa
100 Constellation Drive, 8th Floor West
Ottawa, ON K2G 6J8

Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto, ON, M7A 2G6

Ottawa Citizen (Postmedia)

1101 Baxter Road, Ottawa, ON K2C 3M4

CBC Ottawa

CBC Ottawa, Box 3220, Station C, Ottawa, ON K1Y 1E4

CTV News Ottawa

87 George Street, Ottawa, ON K1N 9H7

Apt613

<https://apt613.ca/>

Capital Current

<https://capitalcurrent.ca/>

Tenants of Sandy Hill (TOSH)

<https://www.facebook.com/profile.php?id=61573040533995#>

Categorized Summary of Identified Issues

A. Habituality and Safety

Issue	Legal Reference	Summary of Breach/Tenant Right	Examples & Requested Remediation
1. Obvious Mold presence and mold testing/remediation after building flood events	• RTA: s.20 • Ontario Fire Code: Sect 2.7 & 6.3 • City of Ottawa By-Law 2013-416	Landlords must keep every rental unit and the building in a good state of repair, fit for habitation, and compliant with health, safety, housing and maintenance standards. Visible or hidden mold from flooding that affects habitability is automatically a breach. Ontario Fire Code Requires prompt removal of water-damaged materials that could support mold growth and restoration of ventilation systems. Fire inspectors sometimes get involved in large floods. Additionally City of Ottawa By-Laws requires that (1) Premises must be free of “excessive mould or fungus growth” and “dampness conducive to mould”. (2) After flooding, owner must remediate water damage and	Example Breach There have been at least two flooding events in 550 Wilbrod street. In the April 2025 time frame a bathroom faucet in a 4th floor apartment broke, causing flooding in the walls and in some lower apartments. In the August 2025 timeframe, there was a building fire in an 8th floor apartment. Building sprinkler systems ran for approximately an hour causing extensive flooding in lower floors. There has been no evidence or reporting of any water damage or mold surveys or remediation. A number of residents have complained to the management about the smell of mold in apartments and requested an inspection and remediation by a qualified contractor. No action has been taken. In some specific apartments, water damage and black mold is readily visible on the walls and floor boards. This has been reported to management. Requested Remediation - For apartments with visible water damage and mold or mold smells, management immediately (within 5 days of receipt of this letter) have a mold inspection completed by a qualified

		restore to a safe and sanitary condition.	inspector and implement an immediate mold remediation plan. - Management immediately (within 14 days of receiving this letter) commission a building wide mold inspection and remediation plan to account for the past
2. Routine cleaning and maintenance of building HVAC systems	- O. Reg 517/06 s. 13 & 15 - City of Ottawa Property Standards By-law 2013-416, S. 3.1	The landlord must maintain all building Heating, Ventilation and Air Conditioning (HVAC) systems in good working order, including regular and routine inspections.	Example Breach - Tenants are aware of no scheduled or routine inspection or maintenance of building HVAC systems. Tenants that have been in the building for over 2 years have not seen any routine or scheduled maintenance Requested Remediation - Provide report from last building HVAC inspection and maintenance activities - Implement a routine HVAC inspection process and inform tenants of the details and schedule of this program.
3. Unannounced water and power shut offs	• RTA: s.20, s.21	Landlords must maintain essential services such as heat, electricity, and water in good working order and must not deliberately discontinue them, except where necessary for repairs with reasonable notice. Shutting off water or power without notice breaches the duty to maintain the rental unit in a good state of repair and fit for habitation under s. 20 and interferes with the tenant's reasonable enjoyment and security of tenancy under s. 21.	Examples: Over the period xx-yy there have been frequent unannounced power and water outages {Can specific dates be given?} • Water Shut off 12 Nov 2025 @ approx 1600 for 45 minutes Requested Remediation: 2. Provide 24 hour notice of shut off 3. Provide a plan indicating times when power and water will be shut off

4. Unsecured entrances and theft	• <i>RTA: s.20</i>	Landlords must maintain the premises in a good state of repair and comply with health and safety standards.	Example Breach: The back door on the South side of the building has been unsecured since approximately Aug 2025. When the new security and access system was initially installed, this door was left unsecured. Briefly in Oct 2025 the door was re-secured, but the lock quickly became non-functional and the door was once again unsecured. At this time the door remains unsecured Requested Mediation: 5. Secure all building doors 6. Provide a plan with timelines for completion of building security system installation
5. Failure to conduct fire alarm inspections	• <i>RTA: s.20</i> • <i>Fire Protection and Prevention Act: s.19</i> • Ontario Fire Code: s. 6.3.2.2(1), s. 5.3.3.8(2)-(4)	Landlords must ensure life-safety systems remain operational and compliant with applicable standards. The Code mandates inspection and testing of fire alarm systems in accordance with recognized standards (CAN/ULC-S536) and annual plus change-of-tenancy testing of smoke alarms in rental units. Failure to comply undermines tenant safety and breaches s. 20 of the RTA.	Example: Since Nov 2023 there have been no fire system tests observed by tenants Requested Mediation: 8. Provide records and results of fire system tests and inspections for the last 12 months 9. Implement required testing plan
6. Inoperative elevator emergency communication	• <i>RTA: s.20</i> • <i>OBC: s. 3.2.6.7(j)</i>	Landlords must maintain the residential complex in a good state of repair and comply with health and safety standards. Under OBC Div. B 3.2.6.7(j), elevators forming part of a barrier-free access route must have an operational two-way emergency communication system	Example: Currently elevators 'Call' button has no function or effect. Also there are no emergency numbers posted in elevator. Requested Mediation: 11. Connect elevator 'Call' button to an emergency communication system

		connecting the car to a monitored location. Failure to maintain a functioning system violates the OBC's safety requirements and breaches the landlord's duty under s. 20 RTA to keep the premises in good repair and fit for habitation.	12. Post emergency process and numbers in elevator
7. Construction without posted permits; excessive noise	• RTA: s.20, s.22 • City of Ottawa Noise By-law: Schedule C (Construction Activity - prohibited periods)	The Noise By-law limits construction and other mechanical noise to 55–60 dBA depending on time and location (Schedule C). Persistent or high-intensity noise exceeding these thresholds — particularly between 7 p.m. and 7 a.m. — contravenes municipal standards. Such noise substantially interferes with tenants' reasonable enjoyment under s. 22 RTA and breaches the landlord's s. 20 duty to maintain the premises in accordance with local health and safety standards.	Example Breach; - Since November 2023, there has been construction ongoing in 550 Wilbrod. This has involved the renovation of rental units and common areas; - After the August, 2025, fire there has been extensive renovations and repairs ongoing. - This has involved frequent noise, often outside of the standard week day time period of 7 a.m. to 7 p.m. and also during weekends. The noise has often seemed to be chipping at concrete, and is thus comparable to heavy machinery type noise - At no time have any construction permits, safety information, OSHA forms or schedule information been posted or shared with tenants. Typically management has sent an email of the form "Over the next there will be construction in the building that will create noise.." - Frequently through the building tools and construction supplies are left in the halls or in other unsupervised areas. Units under construction are also left accessible. Requested Mediation:

			- In a central location, post all permits, noise exemption, fire safety exemptions and an N13 forms (End Tenancy for conversion or repairs). Also post a schedule for the construction indicating key ongoing activities and future key activities - Provide tenants with a more detailed description of construction activities, especially ones that will generate significant noise - Only create significant construction noise between periods 8 a.m. to 8 p.m. during week days. Do not complete noisy construction on weekends.
8. Asbestos survey, communication and remediation before construction in a building with high risk of asbestos contamination.	• Ontario Regulation 278/05 (Asbestos on Construction Projects), s. 3 & s. 5 • Ontario Building Code Act, s. 10.2(3) + City of Ottawa practice	Having been built in 1987, 550 Wilbrod is high risk for asbestos-containing materials (ACMs). As such the landlord is required to have an Asbestos Management Survey reports before construction starts. This survey must be provided to tenants before construction starts and be posted and available on the job site.	Example Breaches. - Construction and renovation has been ongoing for over 2 years in 550 Wilbrod St, but there are no construction permits or reports published. There has been no communication to the tenants about asbestos in the building. It is not known if asbestos was originally used in 550 Wilbrod construction or if any such use has since been remediated. Requested Remediation - Landlord provide Asbestos Management Survey to residents, confirm if asbestos is present in 550 Wilbrod and if so, how its presence is being managed during ongoing construction. - As part of posting site permits, post Asbestos Management Survey and management plans.

9. Parcel Room and Bike Room Security	• RTA S.20, s.22 • <i>City of Ottawa Property Standards By-law No. 2013-416</i>	Landlord must keep the residential complex (including common areas like foyers, mail rooms, bike storage) in good repair, fit for habitation, and compliant with safety standards. This includes locks on doors/windows. Tenants entitled to reasonable enjoyment without substantial interference. Landlord must address issues from third parties (e.g., thieves) if reasonably possible. All exterior doors/windows must have working locks/hardware to secure from inside. Common areas must be safe and well-maintained.	Example Breaches. - There is no secure method for parcels to be delivered to building. Delivery persons must leave parcels in publicly accessible building foyer or ‘tail-gate’ residents, thus bypassing building entrance security, to enter building to place parcels in the parcel room. Parcel room only has shelves, there is no security system to secure parcels. - Parcels left in the foyer or parcel room are frequently stolen, with many residents reporting thefts rates of 50% or higher. - While there is a sign stating that the parcel room is under video surveillance, the management is unwilling to allow access to this video. - When asked about this parcel theft, management in most cases ignores these communications. Occasionally they respond that they are not responsible for security in the parcel room. - Similarly, in the first floor bike room, there have been frequent bike thefts. Upon being reported to management, the same response has been received as when stole parcels are reported. - Frequently non-residents are seen entering the building through non-secure doors. Potentially it appears that some of these non-residents have access fobs allowing access to the building. Given the number of construction workers continually working in the building, with no identification as being employed by the building management, it
--	--	--	--

			often becomes difficult to determine who are building residents. Requested Remediation. - Implementation of an improved building security and access system and process - Implementation of improved parcel room and bike room security processes - Provision of surveillance systems in the parcel room and bike room that are accessible to residents - Implementation of a system that personnel working in the building are identifiable (i.e. wearing a badge or similar).
10. First Floor Patio non-functional Hot Tub not safely secured	• <i>RTA s.20</i> • <i>O. Reg. 517/06, s. 3 & s. 9</i> • <i>City of Ottawa Property Standards By-law No. 2013-416, s. 4.1(f) & s. 4.3</i> •	Landlord must meet all statute and code requirements to secure hot tub or similar installations.	Example Breach. - A hot tub was installed on building first floor patio approximately 1 year ago. Hot tub has never been made functional, but it has been filled with water at times. Currently it has 3-6 inches of water and a large amount of debris in it - First Floor Patio is accessible to all persons who have gained entry to building, including children - There is not fencing or other access measures to restrict access to the hot tub. Requested Remediation - Make hot tub access safe and in accordance with Ontario and City Regulations.
11. First Floor Patio access and egress	• <i>OBC 2024 – Sentence</i>	Every exit door in a residential occupancy must be openable from the inside without the use of keys,	Example Breach - It is possible for someone in the building to get onto the first floor patio and not be able to get

	9.9.6.2.(1) & 9.9.6.6.(1) • <i>Ontario Fire Code (O. Reg. 213/07), Section 2.7.1.3. & 2.7.3.1.</i> •	tools, or special knowledge and must allow free egress at all times. Doors in a means of egress must be openable from the occupied side without keys or special devices. Fire Code also prohibits any arrangement that could delay or prevent egress back into the building in an emergency.	off of it. The patio can be accessed through apartments on the first floor and through a common door that opens automatically when approached from the first floor and then closes automatically. But this door does not re-open from outside. Also the patio is not accessible from the street or other public areas. So if someone goes through the common door and it closes, and there are no tenants in the first floor apartments, they cannot get back into the building and off the patio. This could be a dangerous situation if it is cold outside or if it is a child or intoxicated person that has gone out onto the patio. - Previously, the door could be re-opened from the outside using the building fob. But with the partial install of a new building access system, most residents do not have an old fob, so cannot re-open the door. A visitor to the building would have no method to get off the first floor patio. - Building management has been informed of this situation approximately 3 weeks ago and have done nothing to address it. Specifically there is no signage indicating this challenge. Requested Remediation - Establish access and egress methods for the first floor patio that meet Ontario Building Code specifications. Specifically enable a fail safe method for people who get onto the first floor patio to egress from the patio back into the building.
12. Ineffectiveness of Communication	• <i>RTA – s.20</i> • <i>P. Reg 517/06</i>	Every building with 10+ units must have a 24-hour emergency contact	Example Breach

and support from management to Tenants	• <i>City of Ottawa Rental Housing Property Management By-law 2020-255, s. 9 & Schedule A</i> • <i>Consumer Protection Act</i>	number and a functional on-site or regional office with posted hours and a reliable way to reach staff during normal business hours. The owner must provide every tenant (in writing) with current contact names, phone numbers, and e-mail addresses. Landlord must maintain the property in a good state of repair and respond to tenant requests for repair within a reasonable time. LTB Interpretation Guideline 6 states that tenants must have a dependable way to report urgent problems (heat, leaks, locks, etc.). Chronic inability to reach anyone for repairs or questions is repeatedly ruled “substantial interference” by the LTB. Misrepresenting the availability of services is an unfair practice.	- There are no posted support numbers or emails for residents to use. Specifically there are not reliable support numbers, emails or other contact methods for residents to use for urgent or emergency support requirements. - Frequently, via email, new and different phone numbers and email address as published. There are a variety of different emails address that have been published, but it is generally not clear which address is for which purpose. Recently a new telephone number for enhanced support and access to ‘higher management’ was published. When this number was called the number was ‘out of service’ - Emails and phone messages for support are frequently never responded to and those that are responded to are often only responded to after a prolonged period. And even then typically these response do not resolve the situation or provide the required support. - There is no posting or listing of names of building support team. Specifically it is not known who is the building superintendent, owner or higher management staff - It is understood that there is a high turnover of building support staff. With no listing of staff names and this high turnover, it is challenging for residents to accurately identify building support staff and be confident that when some identifies as building support staff, that they actually are and are not impersonating support staff in order to deceive residents. - The management continually sends emails stating that the office, located on the 4th floor
---	---	--	--

			since the fire, is open and available for support 0800-1700 Monday-Friday. But almost always when residents go to the office it is found to be closed (or potentially the office is staffed but the door is not opened when it is knocked on) - Frequently emails are received stating that 'The support requested has been provided and the ticket has been closed'. But these emails do not specify what support request is being referenced. In most cases residents will have multiple support requests in, with none of them being actioned. It is thus suspected that these 'support ticket closed' emails are either (1) being randomly sent to make the false appearance of progress or (2) are being sent to allow the fraudulent closing of work tickets to improve reporting to higher level management (i.e. make it look like support tasks are being quickly actioned). Requested Remediation - A board be posted at the main entrance to the building and outside the office, providing the names and correct contact information for support staff and sections - The landlord establish timelines for responses to support requests - The building office be staffed and open for the advertised period. Also provide a phone number for the office that residents can call during open hours, especially as the office is open during the hours when most people work - That when sending a 'Support Ticket Closed' email, this email provide an indication of which support ticket is being closed.
--	--	--	--

13. No weekend support or availability from building support staff.	• <i>RTA – s. 20(1)</i> • <i>O. Reg. 517/06, s. 4</i>	Landlord must maintain the residential complex in a good state of repair and repair damage to vital services within a reasonable time having regard to the effect on the tenant.	Example Breach - Frequently when there is a significant issue on weekends, such as a power outage in an apartment, it is not possible to communicate or receive any support from building support staff during the weekend period. Messages sent to email addresses or calls made to support phone numbers are ignored until Monday (and even during the week they are typically ignored for a few days before a response is made) Requested Remediation - Have support staff available to respond to support requests on weekends
14. Construction sites/areas, tools and materials frequently unsecured. Workers in building not observed to use required Personal Protection Equipment (PPE).	• <i>RTA – s. 20(1)</i> • <i>City of Ottawa Building By-law No. 2014-220, s. 40 (Site Protection)</i> • <i>O. Reg. 213/91, s. 23 (Site Security)</i> • <i>OHSA, R.S.O. 1990, c. O.1, s. 25(1)(b)</i>	Construction sites must be fenced/barricaded to prevent unauthorized access. Construction equipment must be stored in designated, secured areas. Correct Personal Protection Equipment (PPE) must be used.	Example Breach - Construction areas in the building, such as apartments or common areas under renovation are not secured and may be freely accessed - Frequently construction tools and materials are left unattended and easily accessed in hallways and other building common areas - Often workers are observed conducting tasks without PPE, such as sanding or cutting, where use of PPE would be expected. This is especially concerning given the possibility of asbestos in the building. Requested Remediation - Secure construction sites, tools and equipment properly - Have all construction staff wear proper PPE.

B. Tenant Rights and Privacy

Issue	Legal Reference	Summary of Breach/Tenant Right	Examples
15. Unlawful entry into units	RTA: s.27(1)-(2), 28, 29(1)3	Landlords may only enter a rental unit in limited circumstances and must provide written notice of entry at least 24 hours in advance, stating the reason and time (between 8 a.m. and 8 p.m.), except in emergencies or with the tenant's consent. Entry without proper notice or consent violates the tenant's right to privacy and quiet enjoyment. Under s. 29(1)3, tenants may apply to the Landlord and Tenant Board for an order determining that the landlord has unlawfully entered the unit and for remedies including compensation or fines.	Example Breaches - A number of tenants have reported landlord entry to apartments without proper notification or approval. Some tenants have reported having video evidence of this entry 24-notificaitons are sent via email, vice being correctly delivered via paper or notice boards - It appears that these unlawful entries are more frequently conducted in the apartments of vulnerable, minority or student tenants Requested Remediation - Management cease entering apartments without giving prior notice via paper notice delivered to residents and not be sending email notices
16. Forced movement of tenants to new apartments for renovations (renovictions) with required notice and compensation	RTA: s.20, s.22, s.26, s.50-55,	When requiring tenants to move for major renovations, an LTB N13 must be filed. 120 days notice provided, 1-3 months rent compensation provided or a comparable unit offered. When renovations are required for health, safety or emergency reasons, requiring the tenants to vacate the apartment, the landlord must generally pay for the required alternate accommodation had hardships and cannot charge rent on the original unit. If moving	Example Breaches - On a frequent basis the management, on behalf of the landlord, has verbally insists that the tenants must leave their apartments to enable renovations. They have not filed an N13 or offered the required notice or compensation. They have not correctly informed the tenants of their rights under the RTA as they are required to. They have effectively 'renovicted' a significant number of tenants; - In a number of cases they have moved tenants to other apartments in the building but then told them that the rent in the new apartment is

		tenants to new apartment units in the same building, rent cannot be increased. Generally tenants have first right of refusal to return the renovated apartment.	higher and told the tenant that they must pay the higher rent. - In case of renovations required for emergency or safety reasons, as occurred for example after the fire and other events, the landlord did not offer any compensation as required by the RTA. Similarly, the landlord did not inform the residents of their rights in this area as is required by the RTA. In fact the building management, working on behalf of the landlord, misinformed the residents, stating that the landlord had no requirement or obligation to compensate tenants for the requirement to move and the hardship caused when their apartment units were no longer inhabitable. - It appears that these forced moves are more frequently mandated for vulnerable, minority or student tenants Requested Remediation - The landlord cease all 'Renovictions' type activities - The landlord inform all tenants of their rights in these areas - Conduct a review of all tenants that were verbally told they must move from their apartments for renovations, without being served an N13 and provide them with appropriate compensation. If their rent was increased due to this move, adjust rent back to original level and pay back over rent - For the residents that were relocated for emergency, health or safety reasons for the last 2 years, especially as resulted from the 25
--	--	--	---

			Jun 2025 fire, conduct a review and ensure all residents are given the proper compensation. - Request that the landlord provide the insurance report for the above mentioned first to confirm insurance compensation provided for tenants costs
17. Increasing of rent due to a force movement to a new apartment.	• <i>RTA: s.20, s.22, s.26, s.50-55</i>	Tenants cannot be forced to move to other units and then be required to pay increased levels of rent.	Examples Breaches - Beyond the above instances of movement due to renovations, tenants have been forced to move to new apartments, have not been compensated for these moves and then required to pay higher rent rates - It appears that these unlawful rent increases are more frequently applied to vulnerable, minority or student tenants Requested Remediations - Conduct a review, over the last 2 years, of all tenants that have moved between units in the building and confirm if this move was voluntary or forced, and if forced if the required notice and compensation was provided. If rent increases occurred, confirm if this legal was provided.
18. Unauthorised rent increases.	• <i>RTA: S.120</i>	Land lords can increase rent once per year with 3 months notice using and LTB N1 notice, with rent increases being within the annual guideline (2.5% for 2025). Landlords cannot increase rent when tenants are forced to move to a new unit in the building or move back into a unit after	Example Breaches - Rents have been increased with no N1 issues - Some tenants indicated multiple rent increases per year, especially as they are required to move to new apartments - It appears that these unlawful rent increases are more frequently applied to vulnerable, minority or student tenants

		renovations. Above-guideline Increases (AGI) can only	Requested Remediation - The landlord immediately cease any rent increases not covered by an N1 - Conduct a review of all rent increases over the last 2 years to confirm they were compliant with the RTA
19. Harassment and coercion to vacate units - Verbal Eviction	• RTA: s.22, 23, 24, 29(1)2	Tenants have a right to reasonable enjoyment and security of tenure. Under s. 23, a landlord, superintendent, or agent shall not harass, obstruct, coerce, threaten or interfere with a tenant's lawful right to occupy the rental unit. Attempts to pressure tenants to vacate without a valid termination notice or order—through intimidation, threats, or repeated interference—constitute harassment. Such conduct also interferes with reasonable enjoyment under s. 22. Tenants may apply under s. 29(1)2 for an LTB order to stop the harassment, receive compensation, or impose an administrative fine.	Example Breaches - A number of tenants have reported that the landlord has verbally harassed them and stated that they must leave the building - It appears that these unlawful verbal evictions are more frequently applied to vulnerable, minority or student tenants Requested Remediation - The landlord cease all harassment and attempts to verbally evict tenants

C. Administrative Non-Compliance

Issue	Legal Reference	Summary of Breach/Tenant Right	Examples
20. Harassment for rent payment and late fees	• <i>RTA: s. 116, 120-122, 135.1, 23, 29(1)2</i>	Landlords may only collect rent that is lawfully due under the RTA. Under ss. 116 and 120–122, rent increases must comply with the annual guideline and proper 90-day written notice requirements. Issuing rent demands for higher or incorrect amounts, or implying arrears that do not exist, is misleading and unlawful. Such conduct may also constitute harassment or coercion under s. 23 if intended to pressure the tenant to pay or vacate, entitling the tenant to apply to the LTB under s. 29(1)2 for remedies including compensation or administrative fines.	Example Breaches - Landlord and management staff frequently harassing tenants to pay rent that has already been paid or for higher amounts of rent. - Landlord consistently state that it is permissible to charge late fees for rent in contravention of the RTA. - It appears that this unlawful rent payment harassment is more frequently applied to vulnerable, minority or student tenants Requested Remediation The landlord cease all harassment and attempts to incorrectly collect rent.
21. No posted management or emergency contact information	• <i>Ottawa Rental Housing Property Management By-law: s.13-14</i>	In Ottawa, landlords must provide tenants with an information package that includes current landlord/manager contact details; failure is a municipal by-law breach. Separately, under the RTA, the landlord must give tenants the landlord's legal name and address for service; until provided, rent obligations are suspended (s. 12(4)).	Example Breaches - There is no posting of management or emergency contact information in the building or on the web stie. Requested Remediation The landlord post the name, address and contact information of the landlord (as required by the RTA), the building superintendent and building support staff/functions on a board in the building (at the main entrance and near the building office) and on the building web page.

22. Inadequate lighting in common areas	• <i>RTA: s. 20</i> • <i>Ontario Regulation Maintenance Standards: s.19(1)-(2)</i>	Landlords must maintain the residential complex, including all common areas, in a good state of repair and in compliance with health and safety standards. Under s. 19(1)–(2) of O. Reg. 517/06, adequate artificial lighting must be available at all times in all rooms, stairways, halls, corridors, basements, and exterior common areas used or accessible to tenants, both for safety and security. Insufficient or non-functioning lighting in hallways, entrances, or exterior paths violates these standards and constitutes a breach of the landlord’s duty under s. 20 RTA.	Example Breaches - A number of the common areas, specifically on the upper floors, do not have adequate lighting. Requested Remediation The landlord review and confirm all common areas, especially stairs, have the required lighting.
23. Operation of a Commercial Laundromat in a residential zone.	• <i>Planning Act, c. P.13</i> • <i>City of Ottawa Zoning By-law No. 2008-250</i>	550 Wilbrod st is property parcel is zoned R4 (Residential). This zoning excludes commercial uses.	Example Breaches - The Centertown laundry Services (Google Maps Pin for Centertown Laundry Services showing location at 550 Wilbrod St) is currently operating in the basement of 550 Wilbrod St. - This creates additional truck traffic in local area, noise Requested Remediation Cease operation of the Centertown Laundry Services in 550 Wilbrod St or show required licencing and changes to zoning designation. Confirm all required building codes and fire requirements have been met for the operation of a commercial laundromat in a residential building.

D. Contract Formation and Validity

Issue	Legal Reference	Summary of Breach/Tenant Right	Example Breaches & Requested Remediation
24. Identification of Landlord/ Superintendent	• <i>RTA – s.12</i>	Every landlord shall give to a tenant, in writing, at the beginning of the tenancy and within 21 days after any change, the landlord's name and address, or the name and address of the person who acts on the landlord's behalf, for the purpose of giving and receiving notices and other documents under the RTA	Example Breaches - The name and address of the landlord has never been provided the 550 Wilbrod tenants - Similarly the names of the building superintendent and staff, and contact information has not been provided to the tenants Requested Remediation Provide the name, address and contact information for the landlord, building superintendent and support staff.
25. Absence of Ontario Standard Lease	• <i>RTA: s.12.1(1)-(9)</i>	For written tenancies, landlords are legally required to use the Ontario Standard Form of Lease (s. 12.1(1)) and to provide a signed copy to the tenant within 21 days of the tenant's request (s. 12.1(3)–(4)). If the landlord fails to do so, the tenant may withhold one month's rent (s. 12.1(5)), and the rent is not considered owing during that period. Continued non-compliance after 30 days entitles the tenant to retain that rent permanently (s. 12.1(6)–(7)). Failure to use or provide the Standard Lease is therefore a clear statutory breach of the RTA.	Example Breach - Most residents are requested to sign a lease that has a 'Co-Living' Addendum that tries to enforce lease conditions that are contrary to RTA requirements Requested Remediation Provide all tenants with a lease that does not have an illegal 'Co-Living' addendum. For tenants with existing leases delete the "Co-Living' addendum.

26. Failure to provide copy of lease to a tenant	• <i>RTA</i>: s.12.1(1)-(9)	For written tenancies, landlords are to provide a signed copy to the tenant within 21 days of the tenant's request (s. 12.1(3)–(4)). If the landlord fails to do so, the tenant may withhold one month's rent (s. 12.1(5)), and the rent is not considered owing during that period. Continued non-compliance after 30 days entitles the tenant to retain that rent permanently (s. 12.1(6)–(7)).	Example Breach - Tenants have repeatedly requested to get copies of the lease from the landlord, but the landlord has failed to provide copies of the lease - Related to this (see item below), landlord has attempted to introduce a new lease to tenants Requested Remediation Landlord provide copies of current leases to all tenants.
27. Pressuring tenant to sign a new or non-compliant agreement	• <i>RTA</i>: s.3(1), 4, 12.1(1)-(6), 36, 38, 202	The RTA overrides any lease term or new agreement that is inconsistent with the Act or the standard lease form. Under ss. 3(1) and 4, the RTA applies despite any waiver or contracting-out clause. Landlords must provide the standard form of lease (s. 12.1) within 21 days of the tenant's request. Pressuring a tenant to sign a new or "co-living" agreement that alters statutory rights, imposes illegal terms, or denies the existence of an ongoing tenancy breaches the Act. Such conduct may also be considered interference with reasonable enjoyment (s. 22) and can lead to an LTB remedy under s. 202 or s. 29(1)2.	Example Breach - In the September 2025 time frame, the Landlord indicated that tenants had to re-provide all personal information (identification, proof of employment, proof of address) and sign a new lease - The landlord was queried a number of times as to why this re-submission was required and why a new lease was being asked to be signed. No response was provided by the land lord - This new lease attempted to introduce RTA non-compliant 'Co-Living' clauses using an addendum to the lease Requested Remediation Landlord explain why personal information re-submission was required and why a new lease is required. If tenants do not want to sign the new lease then the landlord continues to work as per the previously agreed lease.

28. Imposing a new “co-living licence” mid tenancy	• <i>RTA</i>: s. 3(1), 4, 36, 38	The RTA applies to all residential tenancies regardless of how they are labelled (s. 3(1)). Any attempt to replace a valid lease with a “licence” that removes statutory protections is void under s. 4. When a fixed-term lease expires without proper notice, the tenancy continues automatically on the same terms (s. 36), and it can only be terminated in accordance with the Act (s. 38). A landlord cannot unilaterally impose a “co-living licence” mid-tenancy.	Example Breach - The landlord is attempting to impose RTA non-compliant terms through a ‘Co-living agreement’ addendum to the lease. The terms of this addendum are in direct contravention to the RTA Requested Remediation This ‘Co-Living Agreement’ addendum be struck from all 550 Wilbrod leases.
29. Conversion from fixed-term lease to a month-to-month tenancy	• <i>RTA</i> – s.37, s.38	If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed the tenancy agreement as a monthly tenancy on the same terms and conditions, subject to any rent increase permitted under the RTA	Example Breach - The landlord typically offers 3, 6 or 9 month leases. At the end of these leases the landlord incorrectly tells tenants that they cannot switch to month-to-month tenancy. Instead the landlord states the tenants must sign a new fixed term lease. Requested Remediation The landlord immediately cease erroneously telling tenants that they cannot transfer their leases to month to month tenancy. Landlord clearly inform all tenants that they have the right to transfer to month to month tenancy at the end of their lease and that they do not have to sign a new fixed period lease. A review be conducted of all tenants that have completed a fixed term lease in the last two years. If any of them were erroneously informed by the landlord of the requirement to sign a new fixed term lease, they be allowed to transition to a month by

			month tenancy. If the landlord used the signing of the new lease as an opportunity to incorrectly increase rent, these rent increases be reversed and all such incorrect rent increases be refunded to the residents.
--	--	--	---

E. Unlawful Fees and Deposits

Issue	Legal Reference	Summary of Breach/Tenant Right	Example Breaches & Requested Remediation
30. \$200 “technology / service” or “administration” fee	RTA: s. 2(1) “rent” definition, 134(1), 135(1)	Under s. 2(1), “rent” includes any consideration paid by the tenant to the landlord for the right to occupy the rental unit or for any service or facility related to the occupancy. Section 134(1) prohibits landlords from demanding, accepting, or retaining any amount of money not authorized under the RTA. This means extra “technology,” “service,” or “administration” fees—when mandatory or tied to occupancy—are unlawful unless expressly permitted. Under s. 135(1), tenants may apply to the LTB for repayment of any money collected in contravention of the Act.	Example Breaches Harrington Housing typically charges a \$200 technology or service fee to people moving into apartments Requested Remediation The landlord immediately cease such requests. For the last 2 years, all pers that have moved into 550 Wilbrod St have their files reviewed and if any such fees were paid they be re-imbursed.
31. \$150 mandatory cleaning or move-out fee	RTA: s. 2(1) “rent” definition, 134(1), 135(1)	“Rent” under s. 2(1) includes any amount paid for the right to occupy or for services and facilities related to occupancy. Section 134(1) prohibits landlords from demanding or collecting any payment not authorized under the Act, and there is no provision permitting mandatory cleaning or move-out fees. Such fees are unlawful unless they reflect an actual repair or cleaning cost	Example Breaches Harrington Housing typically charges a \$150 cleaning fee on moving out Requested Remediation The landlord immediately cease such requests. For the last 2 years, all pers that have moved out of 550 Wilbrod St have their files reviewed and if any such fees were paid they be re-imbursed.

		proven after tenancy ends through the LTB. Tenants may apply for repayment under s. 135(1).	
32. \$100 NSF / charge-back penalty exceeding \$20 limit	• <i>RTA</i>: 87(5), 134(1), 135(1) • <i>Ontario Regulations (General)</i>: s.17(1)	The LTB may award only the landlord's actual NSF bank charges plus an admin fee capped at \$20 per cheque. Demanding \$100 exceeds the prescribed amount and violates s. 134(1). The tenant may apply under s. 135(1) to recover the unlawful excess.	Example Breaches - Harrington Housing typically charges a \$100 NSF fee in addition to bank fees. Requested Remediation The landlord immediately reduce NSF fees to \$20. For the last 2 years, all pers that have had NSF fees have their files reviewed and if any such fees were over \$20 (+ bank NSF fees) they be re-imbursed.
33. Utility overage or variable utility charges	• <i>RTA</i>: 37(1)-(2), 138, 134(1), 135(1)	Landlords may not charge tenants extra amounts for utilities except as permitted under the RTA. Sections 137–138 restrict when landlords may transfer utility costs to tenants: only if the rental unit is individually metered or sub-metered and the tenant has agreed in writing. Section 134(1) prohibits demanding or collecting any sum not authorised by the Act or regulations. “Utility overage” or “variable usage” fees—where a landlord arbitrarily bills tenants for excess consumption or fluctuating costs—are therefore unlawful charges, and tenants may apply under s. 135(1) for repayment of any amounts improperly collected.	Example Breaches - 550 Wilbord lease agreement states that residents must pay overages on utilities. Requested Remediation This requirement be removed form all 550 Wilbrod Leases.

Ontario Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name

Esplanade Shore Properties Inc

Note:

See Part B in General Information

and Tenant(s)

1. Full Name



2. Rental Unit

NOTE: Personally identifying information has been redacted from this lease. It has been confirmed that a large number of other 550 Wilbrod Tenants have this same lease, thus this lease is systemically being used by Harrington Housing to try and apply “Co-Living Clauses” that are not compatible with the Ontario RTA.

Comments are inserted into this lease to show where these clauses are located and which elements of the RTA they contravene and how they contravene these elements. To enable printing, these comments have been placed on the page following where they apply.

asdfThe landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)	Address		
	550 Wilbrod St, Ottawa, ON, K1N 9M3		
City/Town	Province	Postal Code	
Ottawa	Ontario	K1N 9M3	
Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)			
Outside 0	Underground 0	Covered 0	Garage 0

The rental unit is a unit in a condominium.

Yes

No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Street Number	Street Name	PO Box
4800-254		550 Wilbrod St	
City/Town	Province	Postal Code	
OTTAWA-ON	Ontario		

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the landlord and Tenant Board's Rules of Procedure.

Yes

No

If yes, provide email addresses:

Landlord: [\[email protected\]](#);

Tenants: [\[email protected\]](#);

The Landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

Yes

No

If yes, provide information:

Phone: [\[email protected\]](#);

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: [] (yyyy/mm/dd)

This tenancy agreement is for: (Select an option below and fill in details as needed)

a fixed length of time ending on: [] (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): 4-Weekly

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

5. Rent

a) Rent is to be paid on the _____ (e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly): 4-Weekly

b) The tenant will pay the following rent:

Base rent for the rental unit

Parking (if applicable)

Other services and utilities (specify if applicable):

C\$1660

Total Rent (Lawful Rent) C\$1660

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

The Tenant(s) shall enjoy protection from any rent default by other roommate(s). Each tenant's liability shall be strictly limited to their respective rent payment as stipulated in his or her Addendum.

c) Rent is payable to: Esplanade Shore Properties Inc

d) Rent will be paid using the following methods:

Credit Card

E-Transfer

Cheque

Pre-Authorized Payment

Money Order

Post Dated Cheques

Debit

Tenant Pay & Pay Quad

Other (specify) _____

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ _____ on _____ (yyyy/mm/dd). This partial rent covers the rental of the unit from _____ (yyyy/mm/dd) to _____ (yyyy/mm/dd).

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ 20.00 plus any NSF charges made by the landlord's bank.

Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

1. Services and Utilities

2. The following services are included in the lawful rent for the rental unit, as specified:

Gas

Yes

No

Air conditioning

Yes

No

Additional storage spaces

Yes

No

On-Site Laundry

Yes

No

No Charge

Pay Per Use

Guest Parking

Yes

No

No Charge

Pay Per Use

Other: Internet

Page: 5

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:05:24 AM

Is the parking fee included?

If it's not in the lease explicitly, it's presumed included in the lawful rent.

Any later parking fee would be deemed as an illegal rent increase or prohibited charge

Harris v Yates (2019)

RTA s. 2(1)(b): Parking is included as Services or Facility (this matters because classifying parking as SoF, its cost is legally part of the tenant's lawful rent, preventing the landlord from later adding or increasing parking fees outside the rent amount)

s.111(1): landlord not to charge more than lawful rent

s.134(1): Additional charges prohibited

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:05:42 AM

Why is there no parking listed as Services.

Landlord must include parking if it's offered

if it's not in here, it's means:

1. parking is not part of the tenancy

2. the tenant is not legally obligated to pay separately for it unless a new written agreement is made and it complies with the RTA.

Rent must include ALL services and facilities provided under RTA 123(1)

If the landlords wants to rent the parking spot separately, they need a separate signed contract or update the lease agreement to clarify the parking fee.

Yes

No

Other _____

Yes

No

Other _____

Yes

No

Provide details about services or list any additional services if needed (if necessary add additional pages):

The Tenant acknowledges and agrees that there may be changes to services and facilities, including a withdrawal or discontinuance of services and facilities, during the course of this tenancy agreement and where such changes occur, the provisions of clause 29 of the Additional terms and of the RTA shall apply.

The following utilities are the responsibility of:

Electricity

Landlord

Tenant

Heat

Landlord

Tenant

Heat

Landlord

Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

7. Rent Discounts

Select one:

t

There is no rent discount.

The Lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

A rent deposit is not required.

The tenant will pay a rent deposit of C\$1580. This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information

9. Key Deposit

Select one:

A key deposit is not required.

The tenant will pay a refundable rent deposit of \$_____ to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building.
The tenant agrees to these additional rules on smoking:

Select one:

None

Smoking rules

Provide description of smoking rules (if necessary add additional pages): See section 31 of the Additional Terms and Conditions, attached.

Note:

In making and enforcing smoking rules, the landlord must follow the Ontario Human Rights Code. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

There are no tenant insurance requirements.

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the willful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information. ^t

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the Residential Tenancies Act, 2006.

If a term conflicts with the Residential Tenancies Act, 2006 or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the Residential Tenancies Act 2006 (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want ^to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms.

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms. The landlord(s) or tenant(s) can sign this lease electronically if they both agree.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
Esplanade Shore Properties Inc	Check this box if you are signing the lease electronically. This represents your signature. You must fill out the date beside.	2023/11/08

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
an Graham	Check this box if you are signing the lease electronically. This represents your signature. You must fill out the date beside.	2023/11/08

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

**Appendix: General Information**

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the Residential Tenancies Act, 2006 (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-855-0511

Website: www.tribunalsontario.ca/ltb/

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should not be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions), • member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant can end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. The landlord cannot evict the tenant unless the landlord

follows the properⁿ rules. These rules are set out in the Act. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

The landlord can give the tenant notice to end the tenancy in certain situations where the tenant is at fault. Examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

The landlord may also give notice to end a tenancy in certain situations that are not the tenant's fault, but only at the end of the term or rental period. In these cases, landlords must still give proper notice, and tenants may be entitled to compensation and/or the right to return to the unit. Examples include:

- landlord or purchaser needs the unit for themselves, an immediate family member, or caregiver, and
- landlord needs to do extensive repairs or renovations that require a building permit and vacant possession of the unit.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$50,000 (for an individual) or \$250,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign that form when signing the tenancy agreement (lease). In most cases, an agreement to end a tenancy

signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in brochures on the Landlord and Tenant Board website.

E. Giving Notices and Documents(Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of the Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months.

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect.

Guideline Rent Increases

In most cases, the rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website. Some newer units are not subject to the rent increase guideline, including:

- A unit in a new building, if no part of the building was occupied for residential purposes on or before November 15, 2018;
- A unit in a new addition to an existing building, if no part of the addition was occupied for residential purposes on or before November 15, 2018; and,
- A new second unit in an existing house, such as a basement apartment, that was created after November 15, 2018 and that meets the requirements set out in the Act.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord must reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or

- the landlordⁿ did not keep a promise they made in an agreement for a rent increase above the guideline.ⁱ

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" are hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the *Ontario Human Rights Code (the Code)*, they may be violating the tenant's rights under the Code. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act, 2006*. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

in case of emergency,

- if the tenant consents to entry,

- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** In an assignment, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A sublet occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

If a tenant rents their whole unit to someone else (e.g. short-term rental), this person is not a “guest”. The tenant may have to get the landlord’s permission.

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- the breed or species is inherently dangerous, or
- the rules of the condominium corporation do not allow pets.

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord’s property.

Even if the lease doesn’t prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms.

The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or

tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

1 FIXED TERM CO-LIVING ADDENDUM TO THE LEASE

Summary Terms

- This **2 Co-living** Addendum can be used for official proof of address, and forms an integral part of the Ontario Standard Form of Lease, annexed to the end of this Agreement.
- By signing this addendum, the parties are deemed to be executing the terms of the Ontario Standard Lease. Following the assignment of the single housekeeping dwelling unit, the pertinent sections of the Ontario Standard Lease shall be filled and made available to the Tenant.
- The rules of this Addendum are established under Section 15 of the Ontario "Residential Tenancy Agreement", namely "additional terms", in the observance of the unique nature of the co-living environment and with a view to provide those rights established in the Residential Tenancies Act, 2006.
- The rules of this Addendum further pertain to the communal, quiet, and peaceful enjoyment of the common premises and aims to streamline co-living services inherent to the shared accommodations.
- Ontario Standard Lease applies to this tenancy. No term in this Agreement shall be interpreted in a way to prevail over the Ontario Residential Tenancy Agreement.
- **3 By signing this Licence**, the Tenant accepts the **4 cancellation policy**, and Landlord adheres to its obligation and duty to mitigate the loss under the Residential Tenancies Act, 2006.

Page: 21

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:06:22 AM

Landlord's own Addendum,
BUT,

under s.4(1) of the RTA, any term inconsistent with RTA is void unless RTA s.5(1)

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:06:36 AM

RTA s4

Calling this agreement "co-living" when it's not is an attempt to avoid the RTA by pretending this is a licence, not a lease.

But the law looks at what actually happens.

If the tenant pays rent and has their own room or space, it's still a tenancy.

Under *Yates v. Harrison*, the label doesn't matter. This clause is misleading and legally void because it tries to take away tenant rights protected by the RTA

■ Number: 3 Author: Subject: Comment on Text Date: 11/11/2025 11:06:48 AM

RTA s4

Calling this agreement "co-living" when it's not is an attempt to avoid the RTA by pretending this is a licence, not a lease.

But the law looks at what actually happens.

If the tenant pays rent and has their own room or space, it's still a tenancy.

Under *Yates v. Harrison*, the label doesn't matter. This clause is misleading and legally void because it tries to take away tenant rights protected by the RTA

■ Number: 4 Author: Subject: Comment on Text Date: 11/11/2025 11:07:53 AM

Has illegality within the policy.

See separate PDF

- Non-compliance with building rules and regulations may result in legal action for enforcement or eviction by the Property Manager or Harrington Housing.

1. Identification of the Parties

This licence agreement is entered into between

- 1). Ian Graham ("Tenant"), and
- 2). Esplanade Shore Properties Inc ("Landlord").

2. Apartment

Subject to the terms and conditions in this lease agreement, the Landlord rents to the Tenant, and the Tenant rents from the Landlord a dwelling unit located at 550 Wilbrod St, Ottawa, ON, K1N 9M3 together with the articles advertised at the time of booking for a fixed term.

3. Licence to Occupy and Limits on Use

(1) The Tenant acknowledges that he or she enters into a rental agreement in a co-living environment with other roommates in a single housekeeping unit with access to other areas of the Apartment and the Building.

(2) Use of occupancy by guests on a permanent basis is not allowed without Landlord's written consent. Due to the unique living environment at Harrington premises, constant overnight guests may over-populate the suite. Any short-term guest stay must be communicated with the roommates prior to contacting the Landlord.

4. Term of the Tenancy

1) This contract is a co-living agreement for a fixed term. The term of the licence will begin on 2023/11/08 and end on 2025/12/31. If the Tenant vacates the dwelling unit before the term ends, the Tenant will be liable for the balance of the rent for the remainder of the term in accordance with the [cancellation policy](#).

2) After the term of the agreement ends, the Tenant may continue living on the premises pending availability. The Tenant must provide the Landlord with a minimum 30-day notice of the intent to extend his or her accommodation.

3. Authorized Payment Methods & Processing Fees

The Tenant agrees to make all rental payments using one of the following authorized payment methods: (i) GoCardless (direct debit), or (ii) Stripe (credit/debit card processing). Where payment is made via Stripe, a processing fee of 4% will be added to the total amount

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:08:04 AM

RTA s.16: rent obligation

S95: Assignment of tenancy

It's generally legal for a landlord to hold a tenant responsible for rent until the end of a fixed-term lease if the tenant leaves early without proper notice or assignment. However, under the RTA, the landlord must mitigate their losses. This means they must try to re-rent the unit as soon as possible. Once it's re-rented, the former tenant's rent obligation ends.

So, while the clause isn't automatically illegal, it's misleading if it suggests the tenant owes rent for the entire remaining term no matter what, since the **landlord can't double-collect rent or refuse to re-rent.**

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:08:18 AM

RTA s37(1): Termination only in accordance with Act

38(1) Deemed renewal where no notice

When a fixed term ends, the tenancy automatically continues month to month under the same terms. The tenant does not need the landlord's approval (or the need to consider availability) or to give notice to stay. This clause is misleading because it makes renewal seem conditional on availability, which the RTA does not allow.

■ Number: 3 Author: Subject: Comment on Text Date: 11/11/2025 11:08:32 AM

For section 5 and 6

RTA s111(1) Lawful rent

s134(1) Additional Charges Prohibited

Landlords cannot compel automatic or electronic payment methods that impose processing surcharges. Any mandatory fee above the mandatory fee above the stated rent is an illegal additional charge

i

due, which shall be the sole responsibility of the Tenant. This fee is charged by the payment processor and not retained by the Landlord.

To avoid the 4% Stripe fee, the Tenant may choose to set up automatic rent payments through GoCardless. As per company policy, all Tenants are required to set up automatic payments using one of the authorized methods. The Landlord does not collect or retain any amount beyond the agreed rent and does not profit from payment processing fees.

6. Payment of Rent

The Tenant will pay to the Landlord a 4-Weekly rent of C\$1660 as specified in the payment plan at the end of this agreement. The Landlord will accept forms of payment including, but not limited to, online payment processor transactions, wire transfers, website payment or any other payment method approved by the Landlord. Credit cards and online payments generate processing fees to be added to the total rent amount. The rent includes utilities and internet.

7. Default in Rent Payment

(1) If the Tenant fails to pay the rent in full by the due date, the Landlord will move forward with the eviction serving the "Application to Evict" for non-payment of rent and to collect rent the Tenant owes. The Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

(2) The Tenant's abandonment of the premises and the continuation of rent default will constitute the default of the Tenant, and the Landlord will reserve the right to terminate the agreement in accordance with the RTA.

(3) The Tenant(s) shall enjoy protection from any rent default by other roommate(s). Each tenant's liability shall be strictly limited to their respective rent payment as stipulated in this Addendum.

(4) The Landlord/Licenser will provide Tenant with designated communication information regarding rent payments and any related inquiries. The Tenant/Licensee agrees to utilize this communication channel for all rent payment-related communications to ensure prompt resolution of any issues or disputes. The Tenant/Licensee agrees to act in good faith and cooperate in resolving any disputes or discrepancies regarding rent payments promptly and amicably. The Tenant/Licensee agrees to exhaust all communication channels

provided by the Landlord/Licensor before initiating any formal dispute or chargeback procedures.

(5) The Tenant/Licensee acknowledges that any dispute or chargeback initiated without prior communication with the Landlord constitutes a material breach of this Agreement. In the event of such a breach, the Landlord/Licensor reserves the right to immediately suspend rent collection through the standard payment channel and require The Tenant/Licensee to remit rent payment through an alternative channel specified by the Landlord/Licensor. The Landlord/Licensor also reserves the right to pursue all available legal remedies, including but not limited to termination of the lease agreement and eviction proceedings, in addition to any other remedies available under law.

1) In the event of NSF (Non-Sufficient Funds) incidents or unsubstantiated disputes and chargebacks initiated by the Tenant/Licensee without valid grounds and without prior approval of the Landlord/Licensor, then the Tenant/Licensee shall be subject to a fine of \$100 per occurrence. Such fine shall be added to the next rent payment due and payable by the Tenant/Licensee within 2 days of notification by the Landlord/Licensor.

8. Rent Deposit and Approval

2) The Tenant will pay to the Landlord a security deposit for the last rent. This amount will be equal to four weekly rent and will be applied towards the rent for the last period of the tenancy. No other furniture deposit will be collected by the Landlord.

(2) The Tenant is responsible for keeping the furniture in good shape. Any damage cost to the furniture and related administrative and assembly fees will be levied to the Tenant's account, except for normal wear and tear.

(3) All occupants are expected to cooperate with the Landlord to determine the responsibility of the damage made to the furniture in the common areas to prevent additional unrelated charges. In case of damage/loss to the furniture in common areas, the Tenant acknowledges the duty to cooperate with the Landlord to determine the responsible occupant(s) for the damage or loss. The Tenant further understands that there might be charges to be distributed equally among the residents if the responsible person for the damage/loss could not be determined due to the lack of cooperation by the Tenants, or the Tenant fails to exert his or her best effort to this end.

(4) The Tenant may be required to qualify for the credit score and the proof of income for his or her application to be approved by the Landlord. In the absence of the former, the Landlord may ask for a local guarantor qualifying these requirements to co-sign the Agreement.

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:08:46 AM

RTA 134(1)

The RTA permits only rent and lawful deposits. Monetary penalties or "fines" for behaviour or NSF issues are unauthorised and therefore void.

This is something for the LTB to decide and not the landlord

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:08:59 AM

A rent deposit (for the last rental period) is legal

A security deposit (for performance, damages, or other contingencies) is illegal

Labelling the payment a "security deposit", even if it's intended for rent, violates s.105(1) because it creates ambiguity and contradicts s.105(1)

Even if the deposit equals one rent period, it becomes illegal the moment it's meant to cover damages or anything other than rent

Because under Ontario law, a rent deposit can only be used to pay for the last rent period, nothing else.

9. Move-out Cleaning Conditions

(1) The Landlord shall prepare the room with fresh bed linens and deep cleaning before the move-in. The Tenant shall leave the place in the same condition as it is found, including the replacement of fresh bed linens and satisfaction of deep move-out cleaning. The standard for cleanliness is the complete readiness of the space for the upcoming Resident, and the return of the unit to its initial condition past expected wear and tear.

1) Should the Tenant fail to adhere to the obligation to leave the space in mint condition, a service charge of up to \$150 could be added to the Tenant's account, and the Landlord has the right to secure this amount prior to the move-out from the premises.

10. Service Fee

(1) Upon signing this Agreement, the Tenant (or each individual Resident, where applicable) will pay the technology service provider the sum of \$200 as a service fee. The service fee covers online lead-to-lease services, including application, lease generation, verification, and placement processes. This fee is payable directly to the provider's account at the time of booking.

(2) Should the Tenant fail to complete the booking due to the failure to complete the security deposit payment on time, the Landlord cannot be held liable for the cancellation of the reservation, and the Tenant will be charged a service fee for a new reservation.

(3) The service charge is a non-refundable and one-time fee at the beginning of the contract, as long as the Tenant renews and continues the Agreement with the Landlord without any interruption period in the occupancy term. The Tenant may not, without the Landlord's prior written consent, apply this service fee to any other sum due under this Agreement.

11. Landlord's Responsibilities

(1) Landlord shall keep the following in good repair (if applicable): foundation, sewer, plumbing, heating, wiring, and air conditioning and all other maintenance responsibilities required by law. Landlord may chargeback those expenses when such repairs are necessitated directly by the misuse or negligence of Resident, its agents, employees or invitees.

(2) The Tenant agrees to the sole responsibility for all of his or her property and that the Landlord shall not be responsible for loss, theft, disappearance or other damage of or to his or her property under any circumstances, and the Tenant is encouraged to bind a personal property insurance and keep their personal belongings safe.

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:09:12 AM

RTA 134(1) Additional Charges Prohibited

Pre-emptive cleaning or turn-over fees are not authorized by RTA and it conflicts with the RTA's rent only payment framework (RTA s.4(1))

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:09:21 AM

RTA 134(1)

Landlords aren't allowed to make tenants pay extra just to apply for, process, or sign a lease

All those costs are the landlords' responsibility and must already be covered by the rent.

So this \$200 fee is unlawful because it forces tenants to pay money that the law doesn't permit.

(3) The Tenant agrees to inspect the apartment and inform the Landlord if there is a missing or damaged item within 48 hours of the move-in date.

12. Cleaning/Shared Living Environment

(1) The Tenant acknowledges that Harrington premises are co-living environments requiring collective decision making and living responsibilities among roommates. Tenant(s) is expected to have a minimum understanding of the co-living culture and the collective obligations. The Tenant particularly acknowledges that it is of the utmost importance that the premises are kept clean by the tenants themselves.

(2) If the Landlord finds that the premises is not up to cleaning standards, a warning notice may be issued.

Cleaning expectations include:

a. Kitchen: Clean dishes, utensils, pots and pans, countertops, and floors, and remove garbage daily.

b. Bathrooms: Clean toilets, floors, and countertops. Please also be mindful not to clog drains.

c. Bedrooms: Keep personal belongings organized and keep clutter to a minimum.

d. Other Common Areas: Keep personal clutter to a minimum. Vacuum and sweep regularly.

13. Tenant's Maintenance Responsibilities

The Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon the termination of the licence, return the room to the Landlord in a condition identical to that which existed when the Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify the Landlord of any defects or dangerous conditions in and about the Apartment of which the Tenant becomes aware; and (3) reimburse the Landlord, on demand by the Landlord, for the cost of any repairs to the Apartment damaged by the Tenant or Resident's(s') guests or business invitees through misuse or neglect. The Tenant shall be liable for any damage to the premises that he/she permits to be caused by a family member, guest, or person acting under his/her control.

14. Repairs and Alterations by Resident

(1) Except as provided by law, or as authorized below, or by the prior written consent of the Landlord, the Tenant will not make any repairs to the Apartment, alter the TV, streaming device, modem cable, and Wi-Fi router setup in the apartment, change the Wi-Fi

credentialsⁿ or the streaming account details,ⁿ or excessively use common internet space for purposes other than permitted use at the expense of other residents.

(2) The Tenant acknowledges that the rooms do not have locks. The Tenant will not, without the Landlord's prior written consent, alter, rekey, or install any locks to the Apartment or install or alter any burglar alarm system. The Tenant will provide the Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Failure to follow these rules may result in additional charges of not less than \$75 for each unit.

15. Violating Laws and Causing Disturbances

(1) The Tenant is entitled to quiet enjoyment of the Apartment. The Tenant and guests or invitees will not use or permit to use the Apartment or adjacent areas in such a way as to:

- violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- engage or threaten to engage in any conduct which creates a significant risk of harm to any other person;
- engage in any conduct which might cause alarm distress or offence to any other person, or which might interfere with their peace and comfort;
- commit waste (severe property damage), damage, attempt or threaten to damage any property belonging to the Landlord or any other person;
- enter into any action which would increase the rate of premium payable in respect of any policy of insurance of the Landlord in respect of the Apartment and/or the Property;
- create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other occupants or nearby residents;
- download illegal content from the internet or infringe the copyright; or
- engage in any conduct which might go against the co-living culture at the expense of other Residents' comfort and quiet enjoyment.

(2) The quiet enjoyment responsibility extends to the enjoyment of common areas and facilities in the building or property, and the limitation of alcohol consumption in these areas of the building.

(3) The Tenant further acknowledges and agrees to the housing rules and by-laws to be provided to the Tenant relating to the management of the co-living environment, including

but not limited to the non-smoking, no partyⁿg, limitation on guest visits, quiet hours, no shoes inside, no pets, respecting other roommates and the like.

1) The breach of this section could form grounds for the termination of the Agreement, and the Tenant in breach could be charged up to a \$100 penalty for each violation.

2) 6. Pets

No animal, bird, or other pet will be kept in the Apartment, except properly trained service animals needed by blind, deaf, or disabled persons or with prior written consent from the Landlord.

3) 7. The Landlord's Right to Access

Except in cases of emergency, Resident's(s') abandonment of the rooms, court order, when repairs have been requested by the Tenant or where it is impractical to do so, the Landlord shall give the Tenant a 24-hour notice, by mail or electronic means, before entering the premises.

4) 8. Extended Absences by Resident

Resident will notify the Landlord, in advance, if Resident will be away from the Apartment for 7 or more consecutive days. During such absence, the Landlord may enter the room at times reasonably necessary to maintain and inspect the space for sanitary, fire and safety purposes.

19. Possession of the premises

a. Resident's failure to take possession

If, after signing this Agreement, the Tenant fails to move into the premises, the Tenant will still be responsible for paying rent and complying with all other terms of this Agreement in accordance with the [cancellation policy](#), and the Landlord adheres to its obligation and duty to mitigate the loss.

5) The Landlord's failure to deliver the room

If the Landlord is unable to deliver the premises to the Tenant for any reason not within the Landlord's control, including, but not limited to, partial or complete destruction of the Apartment, the Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, the Landlord's liability to the Tenant will be limited to the return of all sums previously paid by the Tenant to the Landlord.

20. Move-in & move-out Time

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:09:33 AM
RTA 134.(1) Additional charges prohibited

The RTA does not allow landlords to impose behavioural fines.
This is something LTB can decide on.

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:09:44 AM
RTA s14: No Pet Provisions Void
4(1): Conflicting Terms Void

Blanket pet bans are void
Landlords may apply for eviction only if a specific pet causes damage or allergies under s.76

■ Number: 3 Author: Subject: Comment on Text Date: 11/11/2025 11:09:58 AM
RTA s.27 :Entry
s191: How Notice is given

This clause invents an "impractical" exception, waters down the 24 hours WRITTEN notice rules (reason/date/time/between 8am to 8pm), pretends mailed/emailed notices always count, while they don't.
It also uses sloppy wording that lets the landlord enter more easily than the law allows, which violates s.27 of the RTA

■ Number: 4 Author: Subject: Comment on Text Date: 11/11/2025 11:10:08 AM
RTA 25: Privacy
27 Entry
s191: How Notice is given

This clause is illegal because it forces tenants to report absences (which the law doesn't require) and allows the landlord to enter without proper notice or a valid reason. The wording is vague enough to justify random inspections, which violates tenant privacy. Even if the landlord wants to check for safety or maintenance, they must still give 24 hours' written notice with the reason, date, and time, and enter only between 8 a.m. and 8 p.m. Tenants have the right to be away, whether for days or months, without informing the landlord, and absence alone never gives a right of entry.

■ Number: 5 Author: Subject: Comment on Text Date: 11/11/2025 11:10:20 AM
Void under RTA s4

This clause removes the tenant's rights and limits the landlord's legal responsibility. If the landlord fails to deliver the unit, the tenant is entitled to LTB determined compensation, not just the refund

(1) Resident move-in time is 4:00 PM. If a room is requested prior to check-in time, early arrivals will be accommodated only when rooms become available. Move-out time is 10:00 am. Late move-out is subject to availability with a maximum time of 12:00 pm.

21. Keys/Garage Door Openers, and Parking

(1) Each individual Resident will be given 1 key to the Apartment and an entry key or code to the building (if applicable). The Landlord will provide one (1) common mailbox and laundry key for each rented unit. The Tenant will be charged \$100.00 to replace lost keys and \$100.00 for the replacement of fob keys. If a change of locks is required, the Tenant will be responsible for all related costs and an additional service charge of \$50. If the individual apartment key is not returned to the Landlord within 48 hours of termination of the Licence Agreement, the Tenant will be charged the same amounts.

(2) Garage door openers will be provided, where necessary, for a refundable fee of \$90.00. Any lost or stolen garage door opener will cost \$90.00 to replace.

(3) The Tenant shall not be entitled to use of a parking space unless otherwise specified in writing. If provided, the Tenant shall park in assigned space(s) only.

22. Utilities and Internet

1) The Landlord shall be responsible for all utilities in connection with the Apartment capped at \$120/month. If the utility consumption exceeds \$120.00 in a one-month utility billing period, then the amount surpassing the \$120 limit will be divided and charged equally among the occupants of the unit.

(2) The Landlord provides unlimited wireless internet. This service is complementary and is provided for personal, non-commercial use only. Any internet upgrade request shall be in writing and might be accommodated by the Landlord at the Tenant cost. The Tenant is not authorized to make purchases of paid subscriptions or TV channels on streaming devices using the Landlord's user account. Such unauthorized purchases will be canceled, the cost of purchase will be reimbursed to the Landlord, and an administrative fee of \$50 will be charged for each cancellation.

23. Insurance

The Landlord does not maintain insurance to cover personal property or personal injury of the Tenant. The Landlord is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guest or vandalism unless other required by law. The Landlord urges the Tenant to get their own

 Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:10:32 AM

RTA s.123 Agreements for additional services

s134(1) additional charges prohibited

Rent in Ontario must include all utilities and services promised in the lease.

Landlords can't charge extra if the bill goes over a set limit, unless the tenant is directly metered and legally responsible for their own utility account.

By capping utilities at \$120 and billing tenants for any overage, this clause violates RTA

insurance for losses to personal property or injuries due to any and all of the foregoing events.

24. Early Termination of the Agreement

(1) In the event of early termination of this Agreement by the Tenant, the Tenant shall be responsible for paying rent and complying with all other terms of this Agreement in accordance with the [cancellation policy](#), and the Landlord shall adhere to its obligation and duty to mitigate the loss.

1) The Tenant could be held responsible for costs related to advertising for a replacement Resident and those necessary to ready the Apartment for the replacement Resident, including but not limited to cleaning and repair.

25. No Smoking

(1) No smoking is allowed inside the rental unit. If smoking takes place inside the rental unit, (i) The Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odours, and removal of debris; (ii) The Tenant, authorized guests, and all others may be required to leave the Apartment. The breach of this section will be considered a breach of this Agreement and might lead to the termination of the Licence Agreement, and The Tenant in breach will be charged no less than a \$100 penalty for each violation.

2) The Tenant acknowledges that in order to remove odour caused by smoking, the Landlord may need to replace carpet and drapes and paint entire Apartment regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.

26. Indemnity

To the extent permitted by law, The Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in connection with Resident's(s') stay, use or misuse of the Apartment, except due to the Landlord's negligent acts or omissions. Further, the Tenant will be held liable for any damage to the Apartment or to the contents thereof which are caused by the Tenant and/or Resident's(s') guests.

27. Periodic Pest Control

(1) The Landlord or its affiliates have entered into a contract for periodic pest control of the Apartment and common areas of the complex. The Tenant will notify the Landlord when

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:10:44 AM
RTAs134(1) Additional Charges Prohibited

Advertising and re-letting expenses are landlord's operational costs, not tenant charges.
Collecting them breaches prohibition on unauthorized fees

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:10:59 AM
RTA 168(2): Only the LTB can resolve landlord-tenant disputes

Ontario doesn't allow security deposits. Only a rent deposit for the last rent period is allowed.
The landlord can't automatically deduct money for cleaning or repainting. They must apply to the
LTB and prove real damage beyond normal use
The phrase "will impact the return" falsely implies the landlord gets to decide guilt and keep money,
which isn't how the law works.

■ Number: 3 Author: Subject: Comment on Text Date: 11/11/2025 11:11:11 AM
RTA s.4

This clause is illegal because it makes the tenant responsible for nearly everything that could go
wrong, including the landlord's legal costs and losses, which the RTA does not allow.
Under the RTA, tenants are only responsible for damage they or their guests cause. Landlords must
cover their own property risks, repairs, and insurance.
By requiring the tenant to "indemnify," "defend," or "hold harmless" the landlord, the clause shifts
the landlord's legal duties onto the tenant and limits the tenant's rights to seek compensation if the
landlord is at fault. Under RTA s. 4, any clause that removes tenant protections or expands landlord
rights is void and unenforceable.

pest control is necessary around or in the Apartment. The Landlord will provide the Tenant with any necessary pest control disclosures at least 24 hours prior to service.

(2) The Tenant agrees to inspect the Apartment within 24 hours of move-in date and to notify the Landlord, in writing, of any pest control or bedbug problems in existence as of the Tenant's move-in date.

(3) The Tenant shall not impede the pest treatment arranged by the Landlord and shall cooperate with the service agents for unrestricted access to the designated treatment areas even if no pest was spotted in the assigned specific room. In the event of cancellation of the treatment due to lack of cooperation from the Tenant, the service charge could be levied to the Tenant's account.

28. Internet Terms of Use

(1) Resident's use of the internet service and any activities conducted online through internet shall not violate any applicable law or regulation or the rights of any third party. The Landlord does not accept any responsibility for any injury, infringement, or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications and usage. The Tenant shall not download illegal materials from Torrent or similar websites. Should it be required by the respective laws, the Landlord might be obliged to provide the infringement information or illegal activity information to relevant law enforcement authorities.

(2) By using the internet service, the Tenant further acknowledges and agrees that there are significant security, privacy, and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer. The Landlord is not liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking, or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

29. Neighborhood Conditions

The Tenant is advised to take note of and consider neighborhood area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, existing and proposed transportation, construction and development that may affect noise, view, or traffic.

30. Limitation of Liability of the Landlord

1) The Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the premises, nor for any injury or damage to any property of the Tenant, or of any other person contained therein unless caused by or due to the gross negligence of the Landlord or its employees.

2) The Landlord has obligation to communicate repair and maintenance needs with the building management in a timely manner. Potential delays in maintenance or longer processes for repair by the management may not form grounds for non-payment of the rent. The Tenant understands that he or she is not allowed withhold rent for repairs, and doing so can be grounds for eviction.

31. Dispute Resolution

(1) The Tenant is encouraged to communicate the Landlord about any complaint and give sufficient time and opportunity to resolve the matter. The Landlord reiterates its commitment to address the complaint quickly, efficiently and professionally, while acknowledging that retaining the confidence and trust of the Tenant is of utmost importance. Should the complaint is unresolved after meaningful efforts by the Landlord;

(2) Consistent with paragraph (3), below, the Landlord and the Tenant may agree to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, under respective state/local and federal laws before resorting to Court action.

(3) The following matters are excluded from mediation: (1) an unlawful detainer; (2) the filing or enforcement of a mechanic's lien; and (3) any matter within the jurisdiction of probate, small claims, or bankruptcy court.

(4) Nothing in this Agreement can waive the Landlord's or the Tenant's right to initiate legal proceedings with the Landlord and Tenant Board of Ontario against each other.

2. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs subjected to the local laws, unless dictated otherwise by the RTA or a decision by the Tribunal Administratif du Logement.

33. The Tenant's Obligations Upon Vacating Premises

(1) Upon termination of this Agreement, the Tenant shall: (1) return all keys; (2) vacate any parking spaces and/or storage spaces; (3) clean premises and deliver them to the Landlord; (4) remove all debris.

(2) As per Section 8 of this Agreement, the Tenant shall leave the room in the same condition as it is found, including fresh bed linens and **4** keep move-out cleaning. Should the

Page: 32

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:11:22 AM

RTAs.20 safety

RTA 4

This clause is illegal because it limits the landlord's responsibility to only "gross negligence" which the RTA doesn't allow

Landlords are required to keep the unit safe and in good repair. They could be liable for any harm caused by neglect, not just extreme negligence.

By narrowing that duty, the clause removes tenant protections and is void under RTA s.4

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:11:37 AM

RTA 4

RTA 20

RTA 29

Landlords must maintain the rental unit in a good state of repair and ensure it is fit for living under RTA 20.

RTA 29 allows tenants to apply to the LTB for rent abatement or compensation if repairs are not done.

This clause is illegal because it falsely suggests that tenants can never withhold rent and have no recourse if maintenance is delayed. It also downplays the landlords' repair obligations by blaming the building management for delays. By limiting tenant remedies and weakening landlord responsibilities, it conflicts with RTA and is void under s4.

■ Number: 3 Author: Subject: Comment on Text Date: 11/11/2025 11:11:51 AM

RTA 4

RTA 204(1)

RTA 204(1) says that only the LTB can decide whether one party must pay other's legal costs, and those costs are limited and awarded only at the board's discretion.

This clause is illegal because it automatically gives the "prevailing party" the right to recover attorney fees and court costs, which the RTA does not permit.

By predetermining cost recovery and suggesting the landlord could claim legal fees outside the Board's authority, the clause improperly expands landlord rights and restricts tenant protections. It therefore conflicts with the RTA and is void under s4

■ Number: 4 Author: Subject: Comment on Text Date: 11/11/2025 11:12:03 AM

Tenants must keep the unit reasonably clean and not cause damage (RTA 33, 34), but this clause requiring the tenant to perform "deep move out cleaning" and provide fresh bed linens go beyond the tenants legal duty.

Comments from page 32 continued on next page

(1) The Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the premises, nor for any injury or damage to any property of the Tenant, or of any other person contained therein unless caused by or due to the gross negligence of the Landlord or its employees.

(2) The Landlord has obligation to communicate repair and maintenance needs with the building management in a timely manner. Potential delays in maintenance or longer processes for repair by the management may not form grounds for non-payment of the rent. The Tenant understands that he or she is not allowed withhold rent for repairs, and doing so can be grounds for eviction.

31. Dispute Resolution

(1) The Tenant is encouraged to communicate the Landlord about any complaint and give sufficient time and opportunity to resolve the matter. The Landlord reiterates its commitment to address the complaint quickly, efficiently and professionally, while acknowledging that retaining the confidence and trust of the Tenant is of utmost importance. Should the complaint is unresolved after meaningful efforts by the Landlord;

(2) Consistent with paragraph (3), below, the Landlord and the Tenant may agree to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, under respective state/local and federal laws before resorting to Court action.

(3) The following matters are excluded from mediation: (1) an unlawful detainer; (2) the filing or enforcement of a mechanic's lien; and (3) any matter within the jurisdiction of probate, small claims, or bankruptcy court.

(4) Nothing in this Agreement can waive the Landlord's or the Tenant's right to initiate legal proceedings with the Landlord and Tenant Board of Ontario against each other.

32. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs subjected to the local laws, unless dictated otherwise by the RTA or a decision by the Tribunal Administratif du Logement.

33. The Tenant's Obligations Upon Vacating Premises

(1) Upon termination of this Agreement, the Tenant shall: (1) return all keys; (2) vacate any parking spaces and/or storage spaces; (3) clean premises and deliver them to the Landlord; (4) remove all debris.

(2) As per Section 8 of this Agreement, the Tenant shall leave the room in the same condition as it is found, including fresh bed linens and deep move-out cleaning. Should the

Tenants only need to leave the unit in a reasonably clean condition, not return it to a hotel like standard or replacing furnishings.

Tenants can voluntarily agree to the cost of cleaning if they do think the landlord is on the right, but normally landlords will need to go to LTB to make the claim.

Tenant fail to adhere to this obligation, a service charge of 150 will be added to the Tenant's account.

2) After the Tenant has moved out, the Landlord will conduct a furniture inspection of the Apartment to determine the condition of the furniture, and provide an itemized written statement of the reasons for, and the dollar amount of, any of damage cost to be charged to the Tenant.

(4) The Tenant agrees that the Landlord accepts no responsibility for anything left at the Property by the Tenant at the end of the Agreement term and authorizes the Landlord to dispose of any items so left.

34. Validity of Each Part

If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity will not affect the validity or enforceability of any other provision of this Agreement and the remaining terms shall remain in full force and effect.

35. Grounds for Termination of Tenancy

3) Upon signing this Agreement, the Tenant and the Landlord are deemed to acknowledge and sign the terms and conditions of the Ontario Standard Form of Lease, annexed to this Agreement, in accordance with the Residential Tenancies Act, 2006.

(2) The failure of the Tenant or Landlord's(s') guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Resident's(s') rental application, is grounds for termination of the tenancy, with appropriate notice to Resident and procedures as required by the Residential Tenancies Act, 2006.

36. Governing Law

This Agreement is to be construed and interpreted pursuant to the laws of the Province of Ontario; and the Tenant agrees to submit to and be bound by those laws and the courts of the Province of Ontario in the event of any dispute relating to this Agreement, subject to the terms stipulated in section 30, entitled "Dispute Resolution".

37. Variable Terms

a) Currency symbol refers to USD Dollars (USD\$) for the US properties, Canadian Dollars (CAD\$) for Canadian properties, and United Kingdom Pounds (GBP£). Accordingly, any reference to (\$) symbol will be replaced by (£) symbol in the UK properties with the same numerical numbers.

■ Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:1 : AM

Page: 33

Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:12:17 AM

RTA 134(1)

Illegal extra fees

134(1) prohibits any additional charges, fees, or penalties not expressly permitted by the RTA.

■ Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:12:31 AM

RTA 4 conflict with the act

RTA 105 security deposits limited

RTA 106 damage/security deposits are prohibited

RTA 134(1) additional charges prohibited

This clause is illegal because it allows the landlord to UNILATERALLY inspect, assess, and charge tenants for "damage costs" after move out, without going through the LTB. Under the RTA, landlords cannot bill tenants directly or make deductions from any deposits for cleaning, repairs or damages.

If the landlord believes the tenant caused actual damage beyond normal wear/tear, they need to go to the LTB for compensation (RTA 89(1)) and provide proof.

Implying that the landlord can decide and charge costs on their own makes this clause illegal as it bypasses the LTB's authority, adds illegal charges and is therefore void under s4

■ Number: 3 Author: Subject: Comment on Text Date: 11/11/2025 11:12:42 AM

RTA s.4 conflict with the act

RTA 12.1(1) standard form of lease requirement

RTA 12.1(5-6) if landlord fails to provide the proper standard form lease within 21 days of the tenants' written request, the tenant may withhold one month's rent until its' provided

This clause is illegal because it pretends that this lease follows Ontario law when it doesn't. The RTA requires landlords to use the official standard form of lease, not just claim they've included or acknowledged it.

If the attached lease contains illegal clauses, the landlord cannot fix or excuse that by inserting a statement like this. The clause misleads the tenant, violates RTA s. 4 and s. 12.1, and is therefore void and unenforceable.

b) Rent amount, duration of the term and the location of the property will be customized based on the Resident's selection of the room at the time of booking.

38. Force Majeure

(1) Neither party shall be deemed in default of this lease agreement if the performance of any obligation hereunder is delayed or prevented by reasons of force majeure. For purposes of this agreement, "force majeure" shall mean any event beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, war, terrorism, governmental actions, labour disputes, strikes, epidemics, pandemics, or any other similar event.

(2) In the event of force majeure affecting either party's ability to fulfill their obligations under this lease agreement, the affected party shall promptly notify the other party in writing, providing details of the force majeure event and its expected impact on performance.

(3) The affected party shall take all reasonable steps to mitigate the effects of the force majeure event and to resume the performance of its obligations under this lease agreement as soon as practicable. During the period of force majeure, the obligations of the affected party under this lease agreement shall be suspended to the extent directly affected by the force majeure event. Any time for the performance of obligations shall be extended for a period equal to the duration of the force majeure event.

(4) If the force majeure event continues for a period exceeding 15 days, either party shall have the right to terminate this lease agreement upon written notice to the other party. In such event, neither party shall be liable to the other for damages arising from such termination, except for any accrued obligations prior to the termination date.

1b) In the event that the Licensor/Landlord is evicted for any reason, including but not limited to the termination of other leases or agreements with other parties, such eviction shall constitute a force majeure event under this lease agreement.

(6) Notwithstanding the occurrence of force majeure, both parties shall continue to comply with all other terms and conditions of this lease agreement to the extent not affected by the force majeure event.

39. Entire Agreement

Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:13:04 AM

RTA 4 conflict with the act

RTA 37(1) continuation of tenancy

RTA 47 termination by landlord

This specific clause is illegal because it treats the landlords' own eviction or loss of another lease as *force Majeure* event that automatically ends the tenant's tenancy.

Under the RTA, a landlord cannot contract out of their obligation to provide possession for the full term or terminate a tenancy for reasons not listed in the Act. If the landlords' head lease ends, they must still follow RTA procedures.

They can't just rely on *force majeure*' excuse to remove the tenant

Force majeure

It covers unexpected situations that are beyond anyone's control e.g.(natural disasters, wars, pandemics, government shutdowns, strikes) that make it temporarily impossible to do what the contract requires.

■ Number: 1 Author: Subject Comment on Text Date: 11/11/2025 11:1 : AM

(1) This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by the Landlord or the Tenant.

1) Any modifications to this Agreement shall be made available and accessible to the parties instantly. The Landlord shall communicate the extent, effective date, and the reasons of any changes that could limit the Tenant rights and privileges.

40. Method of Service and Communication

2) The Lessor and Lessee agree that all notices, communications, and service of legal or other documents required under this Lease Agreement, or for any legal proceedings arising from this Agreement, may be delivered by email to the email addresses designated or used by the Lessor and Lessee for such purposes.

(2) Any communication sent from an email address ending with @harringtonhousing.com — including but not limited to — to the Lessee's email address as provided to the Lessor at the time of leasing: shall constitute proper service and valid delivery under this Agreement.

(3) Legal or other documents sent by email will be deemed delivered on the day the email is sent, provided that no bounce-back or delivery failure notification is received by the sender.

(4) The Lessor and Lessee are responsible for maintaining an active and accessible email account and must promptly notify the other party in writing of any changes to their designated email address. Failure to update the email address will not invalidate the delivery of notices or documents sent to the last provided email address.

(5) The parties acknowledge that email service, when conducted in accordance with this clause, shall be valid and effective for all purposes under this Lease Agreement.

Signed Between Parties

Page: 3

Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:1 : AM
Landlord:

- **Full Name:** Esplanade Shore Properties Inc
- **Signature:**
- **Date:**

Page: 35

Number: 1 Author: Subject: Comment on Text Date: 11/11/2025 11:13:19 AM

RTA 4 conflict with the act

RTA 113(1) agreements prohibited during tenancy. A landlord cannot require or attempt to require a tenant to agree to new terms or obligations while the tenancy continues unless permitted by the Act (for example, a lawful rent increase under s. 116).

This clause is illegal because it allows and implies that the landlord is able to unilaterally modify the lease by "communicating" new terms or restrictions, without the tenant's consent or any legal process. The RTA doesn't allow landlords to change tenancy terms, services, or tenant rights mid tenancy

Any such modification must be mutually agreed to and consistent with the RTA or it will be void under s4.

Allowing the landlord to impose changes by notice violates s113(1) because it effectively forces the tenant to accept new conditions during the tenancy,, which is not permitted/

Number: 2 Author: Subject: Comment on Text Date: 11/11/2025 11:13:36 AM

RTA s4

RTA 191(1) service of documents

Even if you sign this clause, it doesn't override RTA s. 191(1).

Email service is only legal if you've separately agreed in writing — usually using the official consent form or a clear standalone statement.

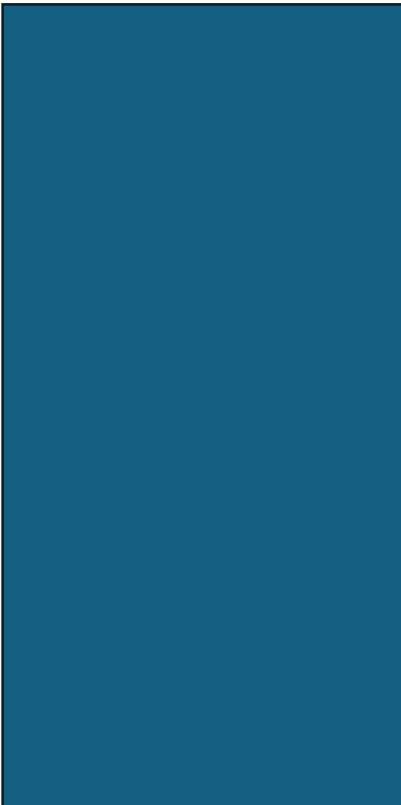
Otherwise, the clause is still void under RTA s. 4 and cannot be used to prove valid service at the Landlord and Tenant Board.

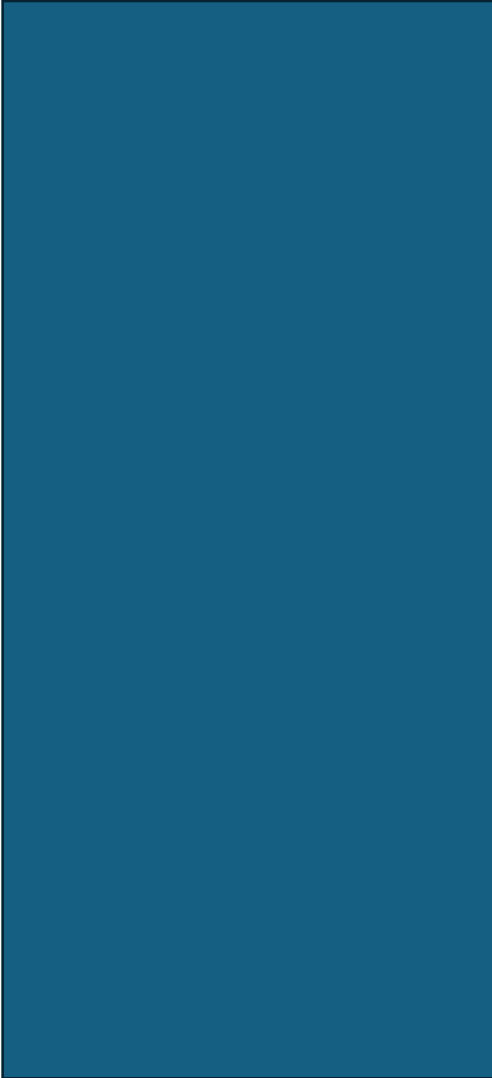
Tenant:

I have read and understood the terms and conditions outlined in this agreement. By signing below, I acknowledge my acceptance and agreement to comply with all the provisions stated herein.

- **Full Name:** 
- **Signature:**
- **Date:**

Payment Plan





ONTARIO STANDARD LEASE

By signing this addendum, the parties are deemed to be executing the terms of the Ontario Standard Lease. Following the assignment of the single housekeeping dwelling unit, the pertinent sections of the Ontario Standard Lease shall be filled and made available to the Tenant.

Access to Ontario Standard Lease

Template: <https://forms.mgcs.gov.on.ca/en/dataset/047-2229>

Signature:

Date: